

1. DEFINITIONS

This End User License Agreement is a legal agreement ("license") between HEX Projects LLC ("HEX") and the legal entity named on your order receipt ("you", "your"). Read this license carefully and retain a copy for your records.

This license governs your use of certain fonts produced by HEX. The specific fonts are listed in your order receipt.

This license takes effect when you pay the license fee or, if there was no fee, when you access or use the fonts. It is governed by the laws of the State of California. If you do not agree to or understand these terms, do not access or use the fonts. HEX expressly reserves all rights not granted to you in this license.

Fonts: For the purposes of this license, "fonts" are defined as the font software, the designs embodied therein, and all supplemental materials provided along with the font software, as well as any future versions or upgrades.

Order Receipt: For the purposes of this license, "order receipt" is defined as the electronic document you receive as confirmation of your license.

Limitations: This license is governed by "limitations" defining the number of allowed computer font installations and unique website visitors for websites using the fonts. The limitations of your license are determined by the number of allowed users specified in your order receipt.

If any particular use is not specified, the assumed limitation is zero (0) and you should not use the fonts in that way.

2. GENERAL TERMS

Protection: The fonts are protected under United States copyright and trademark law.

Distribution: Except in very specific instances described and permitted in this license, you may not distribute (share, rent, lend, give away, or sell) the fonts. You agree to take all reasonable steps to prevent any third parties from accessing, distributing, or re-serving the font files.

Modifications: You may only modify the fonts for your own purposes. You must not distribute any modified version of the fonts. Any modified versions of the fonts remain the property of HEX and are subject to the same license and limitations.

If you do modify the fonts, it is requested that you contact HEX (info@hex.xyz) and explain the nature of the modification so considerations can be made for adding to or modifying the standard font offering.

License Transfer: You may transfer this license to another legal entity so long as the following conditions are met:

- The transferee must agree to the terms of this license.
- You must delete all copies of the fonts that you possess or control.
- You must notify HEX of the transfer and provide the name and contact information of the transferee.

License Upgrades: If any of your font uses exceed your defined limitations, or if you wish to use the fonts in any way not allowed by this license, you must contact HEX (info@hex.xyz) to upgrade your license.

Management Responsibility: You agree to keep track of your use of the fonts to ensure you are in compliance with the terms of this license. If HEX requests, you agree to provide a complete accounting of your use of the fonts. HEX agrees to keep such information confidential, except where necessary to resolve a violation of this license.

Ownership: The fonts, electronic data, and designs contained within are property of HEX. This license does not grant you ownership of any part of the fonts, it only gives you non-exclusive permission to use them in a specific manner.

3. DESKTOP USE

This license allows you to install and use the fonts on a limited number of computers within your organization, equal to the number of users specified in your order receipt. All of these computers must be owned by you.

Document Embedding: You may embed the fonts in static un-editable electronic documents, such as PDF. The fonts must be embedded in such a way that the reader is restricted from changing its embedding permissions, extracting the fonts from the document, and creating or editing new content using the fonts. You may not embed the fonts in apps or e-books without a proper license upgrade.

Service Bureaus: You may provide the fonts to a printer or service bureau for printing or physical production only if they agree to the following:

- To follow the terms of this license
- To use the fonts only for the production of your project
- To immediately delete all copies of the fonts upon completion of production

Internal Servers: You may install the fonts on an internal font management servers as long as the total number of computers that can access and use the fonts does not exceed the total number of users defined in your order receipt.

Backups: You may create one (1) copy of the fonts for backup purposes, as long as the backup files cannot be accessed by anyone other than licensed users.

4. APP / E-BOOK USE

You may not embed the fonts in software apps or e-books. Contact HEX (info@hex.xyz) to inquire about app or e-book licensing.

5. LETTERFORM PRODUCT USE

You may not use the fonts as part of a product where the fonts or their individual glyph designs are an integral feature of the product. This includes but is not limited to rubber stamp letters, modular signage systems, and alphabet decal sets. To inquire about licensing for letterform products, please contact HEX (info@hex.xyz).

6. WEB USE

This license allows you to use the fonts on websites using CSS @font-face rules, so long as the combined traffic for those sites remains within the limits defined in this license.

Web Traffic: You are allowed to serve the fonts in web font formats on websites that receive a limited number of unique visitors per month, defined in the following table according to the number of users specified in your order receipt:

| Users | Total unique visitors |
|--------|-----------------------|
| ----- | ----- |
| 3 | 15,000 |
| 7 | 35,000 |
| 15 | 75,000 |
| 25 | 125,000 |
| 50 | 250,000 |
| 75 | 375,000 |
| 100 | 500,000 |
| 150 | 750,000 |
| 300 | 1,500,000 |
| 500 | 2,500,000 |
| 750 | 3,750,000 |
| 1,000 | 5,000,000 |
| 1,500 | 7,500,000 |
| 3,000 | 15,000,000 |
| 5,000 | 25,000,000 |
| 7,000 | 35,000,000 |
| 10,000 | 50,000,000 |

If unique visitor numbers are not recorded for your websites, you may alternately use monthly pageviews as a metric for web traffic limitations by multiplying the allowed number of unique visitors per month by four (4). For example: instead of 15,000 unique visitors per month, it would be 60,000 pageviews per month.

If you exceed the allowed amount of web traffic for three consecutive months, you must upgrade your license. HEX reserves the right to inspect or monitor your use.

Web Domains: You may use the font on multiple website domains or subdomains, so long as all websites using the fonts are owned and operated by you, and the cumulative traffic does not exceed your web traffic limitation.

Web Formats: For web use, you are limited to serving the fonts in the WOFF and WOFF2 web font formats. You may not use desktop font formats such as OTF and TTF for web use. If you require other legacy web font formats such as EOT or SVG, or if you have other questions, please contact HEX (info@hex.xyz) for information.

Web Servers: You must host the fonts on the server of your website or on a CDN (content delivery network) where you control the hosted files. You must make a reasonable effort to prevent unlicensed use of the fonts by unauthorized parties.

7. FINALLY

Rights: HEX reserves all rights not otherwise specified, makes no guarantees, and disclaims all warranties except those proscribed by law.

Termination: This license remains in effect until the license is terminated.

To terminate this license, delete all copies of the fonts (in all formats, including embedded files) and notify HEX that you have terminated your license.

HEX reserves the right to terminate the license if you breach any term of this license, without the obligation of notice or opportunity to cure. That said, HEX will make a good faith effort to allow you to upgrade your license so that you can operate within its terms. Grounds for termination include:

- Using the fonts outside of the terms set in this license
- Exceeding the specified limitations without securing a license upgrade
- Unauthorized distribution of the fonts, or other breaches of the terms stated above

If the license is terminated, you must delete all copies of the fonts.

Liability: Under no circumstances is HEX responsible or liable for any issues or harm or physical damages that may result from the use of the fonts, even if notified in advance.

If you encounter a problem with the fonts, HEX will make a good faith effort to provide you with documentation and support. If no solution can be found, HEX can offer you the option to terminate the license in exchange for a refund. A refund is not guaranteed in every instance and is up to the discretion of HEX.

Legal Use: HEX reserves all rights to modify, enforce, and terminate this license to the extent that it is permitted by law. You are responsible for making sure that you are in compliance with all laws, foreign and domestic, that might apply to its purchase and use.

Attribution: You are not obligated to include a colophon or credit for the fonts, their designer, or HEX, but it is always a nice thing to do and is greatly appreciated.

Questions: If you have any questions or concerns about this license, contact HEX (info@hex.xyz) at any time.

Thank you for abiding by the terms of this license, and please enjoy using the fonts!